

**UNITED STATES DISTRICT COURT**  
**FOR THE DISTRICT OF NEW JERSEY**

JOSEPH D. LENTO, ESQUIRE, an  
individual, and LENTO LAW  
FIRM, LLC, a limited  
liability company,

CIVIL ACTION NUMBER:

22-4840 (RBK) (EAP)

Motion Hearing

Plaintiffs,

v.

KEITH ALTMAN, ESQUIRE, an  
individual, and THE LAW  
OFFICE OF KEITH ALTMAN,  
PLLC, a limited liability  
company, et al.,

Defendants.

Mitchell H. Cohen Building & U.S. Courthouse  
4th & Cooper Streets  
Camden, New Jersey 08101  
August 4, 2022  
Commencing at 10:42 a.m.

**B E F O R E:**

**THE HONORABLE ROBERT B. KUGLER,**  
**UNITED STATES DISTRICT JUDGE**

**A P P E A R A N C E S:**

LENTO LAW GROUP, P.C.  
BY: SAMUEL JACKSON, ESQUIRE  
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MOUNT LAUREL, NJ 08873  
For the Plaintiffs

FOSTER, P.C.  
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10 S. RIVERSIDE PL., SUITE 875  
CHICAGO, IL 60606  
For the Plaintiffs

Sharon Ricci, Official Court Reporter  
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Proceedings recorded by mechanical stenography; transcript  
produced by computer-aided transcription.

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**A P P E A R A N C E S (Continued):**

THE LAW OFFICES OF KEITH ALTMAN  
BY: KEITH ALTMAN, ESQUIRE  
33228 WEST 12 MILE ROAD, SUITE 375  
FARMINGTON HILLS, MI 48334  
Appearing pro se

**A L S O P R E S E N T:**

Lori Crusselle, Paralegal

**I N D E X**

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**EXAMINATIONS****PAGE****JOSEPH LENTO**

8

DIRECT EXAMINATION OF JOSEPH LENTO BY THE  
COURT:

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CROSS-EXAMINATION OF JOSEPH LENTO BY MR.  
ALTMAN:

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**E X H I B I T S**

(None presented.)

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1 (PROCEEDINGS held via Zoom teleconferencing before The  
2 Honorable ROBERT B. KUGLER, United States District Judge, at  
3 10:42 a.m.)

4 THE COURT: Mr. Altman, are you a member of the New  
5 Jersey Bar?

6 MR. ALTMAN: I am not, Your Honor. I'm here today  
7 representing myself and the Law Office of Keith Altman, which  
8 was part of the time a sole proprietorship, and is now a single  
9 member LLC, PLLC. The other defendants have not been served  
10 yet.

11 THE COURT: This is a highly technical matter, but a  
12 corporation cannot be pro se, so you're going to have to get a  
13 lawyer to represent them at some point. But we don't need to  
14 worry about that today.

15 Are we on the record, Sharon?

16 THE COURT REPORTER: Yes, Your Honor.

17 THE COURT: We'll start with the appearance of  
18 counsel. Let's start with the plaintiffs' counsel, please.

19 MR. JACKSON: Good morning, Your Honor, Samuel Jackson  
20 from Lento Law Group representing the plaintiffs, Joseph Lento  
21 and Lento Law Firm.

22 MR. FOSTER: And, Your Honor, I am Howard Foster. I  
23 was just retained yesterday. I'm representing the plaintiffs  
24 also in this matter.

25 THE COURT: Who's going to speak today on behalf of

1 the plaintiffs on this application?

2 MR. FOSTER: Mr. Jackson.

3 MR. JACKSON: I will, Your Honor. Mr. Foster is here  
4 as an expert on RICO.

5 THE COURT: Mr. Jackson, I have an awful lot of  
6 questions about what's going on here. It's really hard to  
7 figure out exactly what this is. As I understand it, you claim  
8 that you have an agreement with Mr. Altman and his firm, some  
9 kind of agreement, but there's nothing in writing; is that  
10 correct?

11 MR. JACKSON: Your Honor, the contract itself was a  
12 verbal contract, however, there is written evidence of it in  
13 the form of emails that reference bank transfers that comport  
14 with the terms of that agreement and documents from the  
15 defendant's firm referencing the fee split and other things.

16 THE COURT: Did you supply those to the court as part  
17 of your application?

18 MR. JACKSON: No, Your Honor. Those are not exhibits  
19 to the complaint.

20 THE COURT: Well, look, I want to make sure we're all  
21 talking about the same case.

22 You filled out a civil cover sheet when you filed  
23 this, correct?

24 MR. JACKSON: I was not the one -- I believe it was  
25 filled out. I was not the one who personally filled out the

1 cover sheet.

2 THE COURT: Did you sign it? Is that your signature?  
3 Is that what you're saying?

4 MR. JACKSON: Yes, I reviewed everything; I didn't  
5 draft it.

6 THE COURT: I asked if you signed it.

7 MR. JACKSON: Yes.

8 THE COURT: It looks like your signature. It looks  
9 like the same signature that's on the complaint, right?

10 MR. JACKSON: That's right.

11 THE COURT: Well, there's a -- and we ask this  
12 information so we can figure out who to assign this case to for  
13 statistical reporting purposes, but we asked you in paragraph 6  
14 the cause of action, you wrote in "police brutality matter by  
15 New Jersey state troopers."

16 What's that got to do with this case?

17 MR. JACKSON: Nothing, Your Honor. That is an  
18 oversight that I missed upon review of everything.

19 THE COURT: Well, and we also in paragraph 8 ask about  
20 related cases, and that's important here because in your papers  
21 you indicate that the defendants claim they were going to sue  
22 you.

23 But anyway, there's a spot down there and next to the  
24 word "judge" is your signature. Are you a judge?

25 MR. JACKSON: No, Your Honor.

1 THE COURT: Why did you sign where it says "judge"?

2 MR. JACKSON: That was a mistake, Your Honor. I  
3 apologize.

4 THE COURT: Well, how do you make that kind of  
5 mistake? The word "judge" is pretty easy to interpret, isn't  
6 it?

7 MR. JACKSON: The mistake was made because we were  
8 staying up until 3:00 or 4:00 in the morning drafting papers.

9 THE COURT: This relationship you have with Mr. Altman  
10 and his firm didn't spring out of nowhere. There had to have  
11 been some period of discussions with Mr. Altman about getting  
12 together on these cases, correct?

13 MR. JACKSON: Correct.

14 THE COURT: When did that begin?

15 MR. JACKSON: I believe the discussions -- I mean,  
16 Mr. Lento is here to help with the questions, but I believe the  
17 discussions began in early 2020, as far as the cooperative fee  
18 sharing.

19 THE COURT: When did you first actually start sharing  
20 fees with Mr. Altman and/or his firm?

21 MR. JACKSON: I'd like to let Mr. Lento answer that,  
22 if you'll allow it, Your Honor.

23 THE COURT: Well, if he wants to be a witness.

24 Mr. Lento, do you want to be a witness?

25 MR. LENTO: I can speak to those matters, Your Honor.

1 THE COURT: Raise your right hand.

2 (JOSEPH LENTO, HAVING BEEN DULY SWORN OR DULY  
3 AFFIRMED, TESTIFIED AS FOLLOWS:)

4 (DIRECT EXAMINATION OF JOSEPH LENTO BY THE COURT:)

5 THE COURT: All right. When do you claim that this  
6 fee-sharing arrangement actually began?

7 THE WITNESS: It would have been in the spring of  
8 2020. Mr. Altman and I started working on cases preliminarily  
9 in or about March of 2020, through that spring and summer.  
10 Business picked up respectively in August of 2020.

11 THE COURT: How did you -- talk to me about what kind  
12 of cases these are. I'm not really clear as to what this --  
13 what's going on here. What are these cases? Are these cases  
14 that are pending in courts?

15 THE WITNESS: Some are, Your Honor. I would say just  
16 anecdotally, 95 percent of them are not court matters. This is  
17 helping, say, mostly college students and higher education  
18 students and similar others in academia, some K to 12, with  
19 school-related issues and concerns of various sorts.

20 For example, if a student were to be accused of  
21 Title IX sexual misconduct at college, that would be an example  
22 of a case, academic misconduct. Most any like school-related  
23 issue or concern. There are some litigation school-related  
24 cases and there are some court-related cases of a traditional  
25 stripe. For example, Mr. Altman and I are involved in several



1 matters offhand, say, custody, divorce, protection from abuse  
2 matters such as that.

3 THE COURT: Tell me about the clients. Are these high  
4 school students? College students? What's the age range of  
5 these clients?

6 THE WITNESS: Sure. It varies, Your Honor, but I  
7 would say predominantly college students and up.

8 THE COURT: And they contact you and they want to be  
9 represented, apparently, because they're facing some  
10 disciplinary action from their school, isn't it?

11 THE WITNESS: Largely the case, Your Honor.

12 THE COURT: And how do you get paid?

13 THE WITNESS: In the sense of -- like technically in  
14 terms of form of payment or -- I am sorry for asking. I'm just  
15 trying to --

16 THE COURT: Who pays you?

17 THE WITNESS: Well, it can vary. I mean, often it is  
18 a parent, sometimes it's a student him or herself, depending on  
19 the age, of course, but most often it is a parent or family  
20 member.

21 THE COURT: And they pay you and your firm a retainer?

22 THE WITNESS: Typically it's a flat fee for  
23 representation, but, again, it depends on the nature of the  
24 case. Most of these cases are flat-fee cases, which the  
25 representation generally would entail like a start to

1 conclusion involvement on our part generally at the school  
2 level. Because, again, that's what most of these cases are.  
3 But then it varies also with those other cases, the -- there's  
4 a respectable number, but in terms of overall percentages, the  
5 vast majority, again anecdotally, maybe 90 percent, 85 percent  
6 are at the school level.

7 THE COURT: And do you enter into written fee  
8 agreements with these clients?

9 THE WITNESS: When the client would contact me, Your  
10 Honor -- well, I mean, yes, that is supposed to take place.  
11 When a client would contact me, initially it's for the purpose  
12 of a consultation, a paid consultation, for which I have  
13 charged \$350. I would charge the card. That's how, you know,  
14 a person would pay, credit or debit card, for example. I would  
15 send out a consultation and engagement letter detailing the  
16 terms of the consultation. Once the consultation would take  
17 place at some period of time, then if they're moving forward  
18 with -- for purposes of representation, a fee agreement should  
19 go out. That's a, you know, separate consideration. But, yes,  
20 a fee agreement would go out detailing the terms of the  
21 representation for the case itself.

22 THE COURT: So let's say that -- I'm making this up  
23 because I don't have any knowledge of this -- that you come to  
24 some fee agreement with a client for a thousand dollars, you do  
25 whatever needs to be done to defend that person in whatever

1 this administrative proceeding is going to be or whatever the  
2 school is trying to do, and they get a fee agreement, do they  
3 pay you then or do they pay you when it's over?

4 THE WITNESS: No, they pay to proceed, like for us to  
5 start.

6 THE COURT: And you deposit that money where? In a  
7 trust account? In a business account? Where does the money  
8 go?

9 THE WITNESS: Because it's a flat fee, it goes  
10 basically into a business operating account. Some of those  
11 financial matters I would have to defer, but, I mean, it goes  
12 into a basically operating account, not like an IOLTA account,  
13 for example.

14 THE COURT: How is the decision made as to what  
15 Mr. Altman and his firm was going to do?

16 THE WITNESS: How was that decision made?

17 THE COURT: How do you make that decision? Because  
18 apparently, there's a number of cases that Mr. Altman and his  
19 firm worked out, but they come in to see you, correct?

20 THE WITNESS: When you say "come in to see me." Like,  
21 in other words, the potential client would contact me, they  
22 would engage me for purposes of the consultation. Like I said,  
23 the consultation engagement letter would go out.

24 Mr. Altman and I started working together, like I was  
25 saying, you know, March -- early 2020. Business picked up

1 again August 2020. Basically I would assign the case to  
2 Mr. Altman, and he would handle the case. He would be  
3 basically the role of lead attorney on the case. That's how  
4 that would come about.

5 And the expectation on my part -- I was responsible  
6 for many aspects of the business and practice and I had  
7 Mr. Altman be responsible for other aspects of the business.

8 THE COURT: Back up a minute. So the client contacts  
9 you, word of mouth, website, whatever it is, and you have a  
10 consultation, and then you decide that Mr. Altman is going to  
11 handle this case going forward, is that what you do?

12 THE WITNESS: Basically. Mr. Altman would -- like, he  
13 would join the consultation call with me. So it would be a  
14 joint consultation. And if the client were looking to proceed,  
15 then, you know, the understanding would be on Mr. Altman's and  
16 my part that Mr. Altman would be taking the lead on the case  
17 and -- I mean, that's basically what would be taking place  
18 there.

19 THE COURT: Were there any clients for which  
20 Mr. Altman's services were not used?

21 THE WITNESS: Were there any clients -- sorry. Could  
22 you ask that again, please?

23 THE COURT: You have these people contact you, they  
24 want a consultation. You just said that Mr. Altman would  
25 participate in the consultation.

1           Were there any such contacts, clients, potential  
2 clients that Mr. Altman did not get involved with?

3           THE WITNESS: Yes. In terms of like my overall  
4 practice, yes, that would be correct. Like, the Lento Law  
5 Firm, anecdotally, most of the business is, I would say,  
6 85 percent student-related cases. So Mr. Altman was involved  
7 in a very large share of the firm's practice. There were some  
8 other cases of a more traditional stripe, say, you know,  
9 criminal defense, for example, family law, that either I or  
10 others would be involved with. Mr. Altman would not be  
11 involved. But then there were a small number of them also  
12 where Mr. Altman, like, he was involved in those also.

13           But to answer your question directly, yes, there were  
14 cases that came to the Lento Law Firm and me that Mr. Altman  
15 was not involved with.

16           THE COURT: All right. So you've already booked the  
17 fee, it's paid -- it's a fixed fee paid in advance. When does  
18 Mr. Altman get his share, whatever that share is supposed to  
19 be?

20           THE WITNESS: Sure. Well, that's, in part, the issue.  
21 I made regular and consistent and substantial payments to  
22 Mr. Altman throughout our involvement. Because the marketing  
23 expenses would come off the top, there were a lot of  
24 calculations that needed to be done. And the marketing would  
25 vary each month. But basically -- I mean, I'd have to check

1 the exact dates. I have records of all of that. But  
2 Mr. Altman was regularly paid in terms of -- we still have yet  
3 to do final calculations, and there was delay on Mr. Altman's  
4 part, despite my repeated requests over periods of time, to get  
5 basically like his list -- he would have like a master list of  
6 sorts and as would I have. I would keep track of all payments  
7 received, the clients' name, when the payment was made. And  
8 then in getting -- when it was supposed to be provided to me, I  
9 would need Mr. Altman's list to cross-reference, and then my  
10 accountant would be able to calculate the marketing expenses  
11 and subtract that to the top so that 60/40 percent split, 60  
12 percent to me, 40 percent to Mr. Altman, could be taken care  
13 of. Now, that percentage changed in January of 2022, but from  
14 the start of us working together until January of 2022, that's  
15 what that was.

16 THE COURT: And how was Mr. Altman paid? Did you send  
17 him a check after each case? Did you send him a quarterly  
18 check? Was it an electronic transfer? How did you pay him?

19 THE WITNESS: Sure. By check, I believe, was how it  
20 was paid every single time. I'm not -- that's my understanding  
21 of the matter.

22 THE COURT: Well, was the check sent after each case  
23 was closed, or was it a monthly, quarterly --

24 THE WITNESS: No, it was regular. It was regular.  
25 Could you give me one moment, Your Honor?

1 THE COURT: Sure.

2 THE WITNESS: Thanks. Sorry.

3 MR. JACKSON: While Mr. Lento is looking at that, I'll  
4 just add for context, in 2022, according to a document provided  
5 by Mr. Altman, Mr. Lento has paid his firm \$780,000. So the  
6 payments are coming in and they are significant.

7 MR. ALTMAN: Your Honor, I object to that  
8 representation that was just made. This document that was sent  
9 to counsel was marked as for settlement purposes only. For him  
10 to have disclosed that in this context is totally  
11 inappropriate.

12 THE COURT: Well, that's not a big deal. I don't  
13 really care what the numbers are. I just want -- I care what  
14 the process is. I'm trying to figure out the process here.

15 THE WITNESS: Sure, Your Honor. Well, basically in  
16 looking at my -- my mother is my bookkeeper, and she would be  
17 responsible for making the payments, which in looking at the  
18 sheet that my mother prepared, were checks sent. I have  
19 specific dates and amounts. Basically I paid Mr. Altman as  
20 the -- for lack of a better way to put it -- the money was  
21 coming in, to try to get him his payments as regularly as  
22 possible, and in getting his payments to him as regularly as  
23 possible -- but unfortunately, like, again, calculations have  
24 to be done, there was delay on Mr. Altman's part in terms of  
25 being able to provide certain information for me to be able to

1 finalize the numbers.

2 I'd have to confirm, but in -- we finally got  
3 information, I believe yesterday, from Mr. Altman that I've  
4 been waiting on for a significant amount of time to be able to  
5 try to come to a final number here. And my accountant, as of  
6 late last night, I provided him the information provided by  
7 Mr. Altman. He's going through the numbers. I'm not a numbers  
8 person, to be frank. But basically he was getting regular  
9 payments.

10 Just to give a brief example, 2020 was -- the numbers  
11 were smaller. The advertising span was less and so forth. I  
12 changed certain things January of 2021, and the volume and  
13 number of leads came in -- like, increased significantly.

14 But just for example, January 2021, \$20,000 check --  
15 January 15th, 2021, that is, \$20,000 check; February 1st, 2021,  
16 \$20,000 check; February 8th, 2021 --

17 THE COURT: Mr. Lento, go a little slower.

18 THE WITNESS: Sorry. Basically like substantial  
19 payments to try to get the money that would be due to  
20 Mr. Altman to him until a, you know, final calculation could be  
21 done. But, again, because the marketing varied every month,  
22 you know, that was the circumstance.

23 THE COURT: When you sent the check, did you send an  
24 accounting as to what the check represented?

25 THE WITNESS: That's basically what I'm saying. Like,



1 the money he was getting really wasn't for a particular case in  
2 a sense. I was just trying to get him money and was getting  
3 him money, but without a final reconciliation for, like, the  
4 amount that was owed. And just -- the day-to-day -- my  
5 responsibilities on a day-to-day basis were what they were and  
6 the expectation was whether he owed me money or I owed him  
7 money or we're fair and square, that would be addressed at a  
8 point in time. And I'd have to confirm with my accountant and  
9 my bookkeeper, but I believe we would be settled up through  
10 September of 2021, but I'd have to confirm that.

11 THE COURT: You never provided a written accounting of  
12 what the money represented, is that what you're saying?

13 THE WITNESS: A written accounting of what the money  
14 represented? No -- I mean, that would be fair to say for the  
15 simple fact that he was just getting these lump sum payments  
16 which, again, the calculation was going to be done at a point  
17 in time. But, yes, I didn't send a check with like cases X, Y  
18 and Z -- like this is payment for X, Y and Z, that did not take  
19 place.

20 THE COURT: So you're sending -- you're splitting your  
21 fee with someone who's not a New Jersey lawyer, correct?

22 THE WITNESS: He's not a New Jersey attorney, that  
23 would be correct.

24 THE COURT: Did any of these cases involve courts in  
25 New Jersey?

1 THE WITNESS: I do not believe any involved courts in  
2 New Jersey, unless they would be for litigation purposes,  
3 which, offhand, I don't think there were any.

4 THE COURT: Did any involve disputes from New Jersey  
5 colleges, universities, schools?

6 THE WITNESS: Yes, Your Honor.

7 THE COURT: With Mr. Altman working on those?

8 THE WITNESS: That's correct, Your Honor.

9 THE COURT: To your knowledge, have you been sued by  
10 Mr. Altman for this money?

11 THE WITNESS: Not that I know of, Your Honor.

12 THE COURT: In the litigated cases that actually were  
13 in court, who was counsel of record?

14 THE WITNESS: I believe Mr. Altman was the one who  
15 entered his appearance on those, but the -- I am sorry. The  
16 litigated cases -- I'd have to distinguish, Your Honor, please.  
17 There are like lawsuit-type cases against schools and  
18 potentially others, but most would be schools, my understanding  
19 would be Mr. Altman entered his appearance. But for, like,  
20 example, a court case where -- a more traditional sort.  
21 Custody, for example, then I would be the attorney of record  
22 and Mr. Altman pro haced in on several of those cases.

23 THE COURT: So even in the non-student disciplinary  
24 matters, Mr. Altman was called upon to do work in some of the  
25 cases that you originated, is that what you're saying here?

1 THE WITNESS: Yes, Your Honor.

2 THE COURT: There's some -- apparently some issue  
3 about a hundred files, which I don't understand. And that's  
4 apparently the point of your application for preliminary  
5 restraints, something about a bunch of files. What's that all  
6 about?

7 THE WITNESS: Yes, Your Honor. Your Honor, not this  
8 past Sunday, the Sunday before, it got to the point where I  
9 understood the relationship was not going to work any further,  
10 so he and I -- Mr. Altman and I got on the phone, my father was  
11 present, there's a conversation about us going our separate  
12 ways. I said -- and this is not necessarily in any particular  
13 order, but I said, you know, I want to settle up, get me your  
14 list. Mr. Altman said, you know, I've been waiting for that  
15 for months, I've been -- that's what he said to me. And I  
16 said, I've been waiting for your list for months.

17 Like, in part, for example, end of 2021, for the sake  
18 of brief discussion, just assuming, let's say, October,  
19 November, December of 2021 weren't settled up, in early 2022, I  
20 had said to Mr. Altman get me your list, I want to -- I want to  
21 account for the end of 2021.

22 At some point in time -- this is early 2022 or so --  
23 Mr. Altman says, Well, like, I don't want you to pay me now,  
24 assuming that money's owed to him, because of my divorce. And  
25 I said, That's fine, I don't care about that, but I want your

1 list so that I can account for the end of 2021.

2 Moving forward into 2022, the cases were coming in  
3 through July, this past month, last month, that is, 2022. I  
4 would have to double check, but it's close to \$850,000 or so  
5 approximately that I've paid Mr. Altman. But it became clear  
6 that despite my absolute best efforts, like, I could not remain  
7 in this -- dysfunctional relationship is what it amounted to,  
8 unfortunately.

9 THE COURT: Mr. Lento, get to the files, the hundred  
10 files. I don't care about that. Just the files, please.

11 THE WITNESS: Sure. I apologize, Your Honor. The  
12 files, those are the cases that Mr. Altman is working on that  
13 when we spoke the Sunday before this past -- you know, there's  
14 a dispute over the money and so forth. You know, Mr. Altman  
15 makes threats to me regarding certain matters. And I said --  
16 like, just to be more clear, Mr. Altman says, I'm going to tell  
17 you how it's going to go. Like, I'm going to go to war.  
18 You're not going to have a firm left by the time I'm done.  
19 You're going to have to -- I can't recall if he said you have  
20 to wire me or get me \$500,000 by Monday morning of last week by  
21 9:00 a.m., otherwise I'm going to file a lawsuit and file a Bar  
22 complaint and send an email to the 100 open cases telling these  
23 clients that I'm stopping work on your cases because you  
24 haven't paid me.

25 And I said, well, you know, I'd advise you not to do

1 that. If you're not going to work on these cases, you need to  
2 send them back to me. And he said in response, No, you need to  
3 pay me. I said, That is not a matter at hand here. That would  
4 have to be decided otherwise, who owes who what, whether he  
5 owes me money or I owe him money or we're even. But I said,  
6 You need to send me these cases back so that I can work on the  
7 files. You can't hold the clients hostage or prejudice them  
8 because of any matters between he and I.

9 Those are the hundred files or so that are in various  
10 stages of work. Some are dormant, some are active/active, some  
11 are in between, some of these cases -- these cases tend not to  
12 resolve themselves overnight. It could be weeks, months,  
13 sometimes some of these are lasting for more than a year.

14 THE COURT: So let me make sure I understand this.  
15 Your understanding is that there's a hundred clients out there.  
16 You originated the case, opened the file, gave it to  
17 Mr. Altman. Mr. Altman now has the file and you believe now  
18 has the relationship with that hundred clients; is that  
19 correct?

20 THE WITNESS: Overall that would be correct with, you  
21 know, further explanation to, you know, describe that. But,  
22 yes, that would be correct. He has the files, access to the  
23 files, access to what's going on with the cases and so forth.

24 THE COURT: And you're -- your fear is that he's not  
25 doing anything on these cases and these clients have been cast

1     adrift, is that what your fear is?

2             THE WITNESS: That's one fear, yes, especially because  
3     that was threatened, again, Sunday of last week. In some  
4     correspondence going back and forth, I see some work taking  
5     place. But, yeah, that is my fear.

6             THE COURT: Of course the file doesn't belong to  
7     either one of you, it belongs to the client. The client can go  
8     anywhere he or she wants to go.

9             You all understand that, I assume? Right, Mr. Lento,  
10    you understand that?

11            THE WITNESS: That makes sense, Your Honor.

12            THE COURT: These payments, whatever they were, that  
13    you made from Mr. Altman and/or his firm over the years for  
14    whatever amount it is, how did you treat them for tax purposes?

15            THE WITNESS: I'd have to defer to my accountant and  
16    my mother. I believe it was a 1099, but I don't get into the  
17    numbers and those aspects of the matter. I am sorry, Your  
18    Honor.

19            THE COURT: All right. Mr. Altman, did you want to  
20    ask any questions of the witness on these issues?

21    (CROSS-EXAMINATION OF JOSEPH LENTO BY MR. ALTMAN:)

22    Q. Mr. Lento, you claim that there was an oral agreement for  
23    a non-compete, correct?

24    A. That's correct.

25    Q. What are the terms of that non-compete agreement?

1 A. To do just that, not compete.

2 Q. Was there a time duration of that agreement?

3 A. Was there a time duration? Your and I -- your and my  
4 relationship was established with really no end in sight. My  
5 hope was that you and I could continue to work together  
6 productively but, unfortunately, that didn't take place. So I  
7 went into this with good faith and went through this with good  
8 faith but, you know, I see the opposite having taken place on  
9 your part.

10 So, unfortunately, me going into this relationship and  
11 expecting to do this until I retired, the -- to answer your  
12 question, there may not have been for the simple fact that I  
13 thought you and I would be working together indefinitely, until  
14 you died or I died or whatever the case may be.

15 Q. I'm asking very -- I'm not talking about our relationship  
16 generally, I'm talking about the non-compete agreement that you  
17 claim exists.

18 Was there any time duration of that agreement?

19 A. Again, just as I said -- just as I said.

20 Q. Was there any scope in terms of geographic location?

21 A. Yes. I mean, the understanding would be that -- like, I  
22 brought -- the understanding would be that I would bring all  
23 student cases to the table and share with you. You, obviously,  
24 handled certain cases of your own on your end, as did I, to a  
25 limited extent for the simple fact that the student cases

1 account for about, again, anecdotally, 85 percent of my  
2 practice or so, 90 percent even. So, yes, the understanding  
3 would be that you wouldn't be handling student cases on your  
4 own.

5 Q. So you're saying "the understanding." Was there ever a  
6 specific agreement where you specifically set forth the terms  
7 of the non-compete?

8 A. Yes.

9 Q. Okay. And what were the specific terms of the  
10 non-compete? Was it just that simply for the rest of time,  
11 forever, no matter what, you wouldn't compete on student  
12 discipline, is that what you're saying?

13 A. What I'm saying is that you and I would share in the  
14 student cases.

15 Q. And so are you saying that even if you terminated the  
16 relationship, that non-compete still persisted?

17 A. Even if I terminate the relationship? Unfortunately, you  
18 forced this relationship to end.

19 Q. I'm asking you the terms of the agreement. I'm not asking  
20 about what happened.

21 A. Sure.

22 Q. Is it your testimony that this non-compete would persist  
23 even if there was a termination of the relationship?

24 A. Well, let's see. Your -- you completely changed the  
25 understanding of the relationship and agreement by actions that



1 you took through the course, unfortunately. So, yes, the  
2 expectation would be that you would not be handling student  
3 cases on your own.

4 Q. That's not my question, Mr. Lento. Let's try for the  
5 third time.

6 Is it your testimony that the nature of the agreement was  
7 that if the relationship was terminated by you, that I would  
8 still be precluded from competing against you?

9 A. That wasn't actually a conversation that was had, if the  
10 relationship was terminated by you. If you're asking me if you  
11 and I had a conversation where it was discussed what would  
12 happen if the relationship was terminated by Mr. Lento, like,  
13 no, that wasn't a conversation that was had.

14 Q. Was there ever a discussion as to whether there was a  
15 non-compete in spite of termination by anyone?

16 A. Again, the expectation was that you and I would be working  
17 together indefinitely.

18 Q. Now, on the consultation calls, isn't it true that you  
19 basically didn't say anything on the consultations and that I  
20 did the consultation and virtually 98 percent of the talking  
21 after you introduced me?

22 A. At times -- well, just to be more fair in that regard, and  
23 something that I've explained to you about a thousand times,  
24 for every one consultation that I served piping hot to you, I  
25 would have to speak to approximately a hundred people and get

1 beat up on the phone. So, you know, I understand that you  
2 think you're the best closer in the world, but, like, yes, you  
3 would largely talk on the phone, nothing against anything, but,  
4 you know, these cases are basically presold and preclosed.

5 Q. Mr. Lento, I just want to be clear because you brought it  
6 in. I'm not talking about anything beforehand. When you  
7 brought me in on a consultation, isn't it true that I did about  
8 98 percent of the talking after you did the introduction in  
9 terms of laying out -- understanding the issues and effectively  
10 selling them on the project. Correct?

11 A. After I taught you what you needed to know about student  
12 and educational cases, as you had never done one before you met  
13 me.

14 Q. Is that a yes, Mr. Lento?

15 A. You would do most of the talking, and I would always be  
16 present and/or tending to other matters.

17 Q. I would do the vast bulk of the talking, not just most of  
18 the talking, correct?

19 A. You would do most of the talking.

20 Q. I would do the vast bulk of the talking, correct?

21 A. You would do -- the vast bulk of the talking? You like to  
22 talk so, yeah, that would be a fair statement.

23 Q. Okay. Now, isn't it true that you had records of all of  
24 the cases that you had sent over to me?

25 A. Isn't it true that -- okay. I keep --

1 Q. Strike that. Bad question. Isn't it true that you had  
2 records of all the payments you received for all the cases that  
3 you sent over to me, correct?

4 A. Isn't it true that I have records of all of the cases --  
5 say that again, please?

6 Q. Isn't it true that you had records of the payments  
7 received for all of the cases you sent over to me?

8 A. I keep records of payments received. I did not  
9 distinguish on my master list which cases were student cases  
10 and which cases were not student cases although, again,  
11 anecdotally, 85 to 90 percent were student cases.

12 Q. So are you saying to this Court that you don't have  
13 records of what cases you sent to me and the payments you  
14 received?

15 A. No, I have records of the cases. I needed your master  
16 list of the cases that you had -- that you had handled. Prior  
17 list that you had sent over, I always had to cross-reference  
18 because of the simple fact that prior lists skewed in your  
19 favor, whether intentionally or by mistake, but dollar amounts  
20 skewed in your favor, so I had to double check on my end  
21 regarding actual -- well, what you believe to be what was paid  
22 versus what actually was paid.

23 Q. So when you say "skewed," those could be just simple  
24 mistakes, you don't know one way or the other, correct?

25 A. I just said that. I just said that.

1 Q. Okay.

2 A. But it was a respectable amount, which was concerning to  
3 me.

4 Q. Respectable amount. Did you ever point out the fact that  
5 there may be some errors?

6 A. Did I ever -- say that again, please?

7 Q. Did you ever point out the fact that there might be some  
8 errors in the list that you received?

9 A. I pointed it out to my accountant and my parents and  
10 others.

11 Q. Did you ever point it out to me?

12 A. I don't know if I had that conversation with you for the  
13 simple fact that, like -- well, you wouldn't have been  
14 receptive to that either way. So, like, the reality of what it  
15 was, was it would have to be put in black and white for you.

16 Q. I'm not understanding you. If I put down that we were  
17 paid \$10,000 and we were paid 7,500, why wouldn't you just say,  
18 hey, this is not correct, here's the payments?

19 A. That was or would take place. That's what I -- we were  
20 trying to have a final accounting. And this is from reference  
21 when I was settling up last summer around -- whatever that may  
22 have been, August, September or so, when you sent me over a  
23 list -- I have handwritten notes on it which you showed the  
24 actual payments made versus what you claim to have been the  
25 payments. And, again, I mentioned it to His Honor, but we

1 settled up, I believe, around September of 2021 or so.

2 Q. Have you ever provided me any of the marketing numbers?

3 A. I told you what the marketing numbers were at times.

4 Q. Have you ever -- and I've asked you to provide me some  
5 documentation to associate with the marketing that you wanted  
6 to deduct off the top, right?

7 A. Not wanted to deduct. That was the agreement.

8 Q. Fine. I asked you --

9 A. Again, only recently, like, was that asked.

10 Q. So are you saying that in -- we didn't have a dispute in  
11 approximately November where I've asked you for a copy of the  
12 marketing expenses, which you refuse to provide to me that --  
13 are you saying that's -- let me ask it this way, have you ever  
14 provided me any records other than your oral statements --  
15 which you say you're not good with numbers. Have you ever  
16 provided me any written records of the marketing expenses  
17 associated with this endeavor?

18 A. Well, my accountant is good with numbers and my mother is  
19 good with numbers also. You're not -- at a prior point in time  
20 and, you know, until this day -- and I defer to the Honorable  
21 Court, but you weren't entitled to the marketing numbers. The  
22 marketing numbers are the marketing numbers. Like, those --

23 THE COURT: Excuse me. Excuse me.

24 MR. ALTMAN: I am sorry.

25 THE COURT: Mr. Lento, is your answer no, you never --

1 THE WITNESS: I am sorry.

2 THE COURT: Is your answer that you never provided the  
3 marketing numbers to Mr. Altman? Is that correct?

4 THE WITNESS: The marketing numbers were verbally  
5 provided to Mr. Altman at times through the course of the  
6 representation. I don't believe he received any records in  
7 that regard.

8 THE COURT: Thank you.

9 BY MR. ALTMAN:

10 Q. Now, the money that my firm was supposed to be paid, was  
11 it part dependent upon these marketing numbers, correct?

12 A. That's correct, yes.

13 Q. So why would I not have been entitled to see the marketing  
14 numbers if you're going to pay me based on those marketing  
15 numbers?

16 A. There's no question as to that until you started making  
17 these unreasonable demands with respect to your payroll, and  
18 then that only came about more recently, say as recently as May  
19 or so of 2022, when it was first -- or when it was discussed  
20 that you would -- you were making demands. You contacted me on  
21 a Saturday afternoon saying it's basically imperative that we  
22 speak the next day. I didn't want that weighing on me, because  
23 every time you got me on the phone it was one demand after the  
24 other, so we spoke around -- I don't know, Saturday afternoon.  
25 This was, I believe, May of 2022, where it went from -- well,

1 it actually went from maybe a year and a half or so back. Joe,  
2 I'm trying to fund my own law practice, how about you pay me  
3 \$30,000 a month, and then when things are going well in about a  
4 year, like, you can share in the cases that I'm working on. I  
5 said, you know, sounds maybe good in theory, but that's not  
6 something that I can do just based on the circumstances, my  
7 financial circumstances.

8 Fast forward to -- yes, we did have a dispute in or about  
9 October, November 2021 or so. January 2022, you propose two  
10 arrangements going forward, one basically with the percentage  
11 split, continuing to take the marketing expenses off the top  
12 with you getting a greater share, or the other option being you  
13 taking into account your operating expenses and my marketing  
14 expenses off the top and keeping the percentage split as it  
15 was, the 60/40.

16 There was a discussion on our end that there's no way that  
17 we can be -- depend on you to be reasonable in your spending.  
18 And that went from \$50,000 suggested on your end in operating  
19 expenses in January of 2022 to, only four months later,  
20 \$130,000 that you were seeking in May of 2022, to basically  
21 \$165,000 this past July.

22 And at that point, like despite me trying to make that  
23 work, because I -- despite me trying to make that work, it  
24 became obvious that it was just not viable.

25 Q. Now, you would agree that you knew that this was not me

1 doing all of this work, correct?

2 A. Yes, that would be correct. The arrangement as it was --  
3 and I cautioned you about this September or so of 2021, that  
4 you were complaining about me not -- you not being able to pay  
5 people that you had hired. I'd have to reference back, but I  
6 believe possibly about maybe \$30,000 a month or so.

7 And I cautioned. I said, you know, it's disconnected that  
8 you're complaining about not being able to pay people that you  
9 hired to do the work that I'm paying you to do. So, like, yes,  
10 I know you brought people on to do that.

11 Q. Well, Joe -- sorry. Mr. Lento, you're aware that in 2022  
12 we closed approximately 200 projects, correct?

13 A. 2022 -- I'd have to check that.

14 Q. I'll represent to you it's about 200. You didn't think  
15 that any one person could possibly handle 200 matters by  
16 themselves, correct?

17 A. And, again, that's why I tried to make it work but, you  
18 know, recognize that this -- it was not going to work any  
19 longer.

20 Q. But that's not the point here. You were fully aware  
21 through this entire process that I had multiple people working  
22 to provide the services that allowed you to increase your  
23 sales, correct?

24 A. That allowed me to increase my sales? No, I would say  
25 that they're not actually one in the same. I know you had



1 people working for you.

2 Q. Okay. But it increased -- you would agree that the sales  
3 increased tremendously between 2021 and 2022, right?

4 A. Thanks to my marketing efforts and ingenuity and  
5 strategies and financing of that, not because of anything --  
6 not because of anything that -- like, you're not on the front  
7 end.

8 Q. I see. So actually being able to close the projects,  
9 which I did --

10 A. Okay. And I would --

11 Q. And --

12 A. I would dispute that.

13 THE COURT: Time -- gentlemen, you can't talk over  
14 each other.

15 MR. ALTMAN: Let me ask another question.

16 THE COURT: Hang on, Mr. Altman. This is just about  
17 the TRO. This dispute you have about the money is really not  
18 what this TRO preliminary injunction hearing is all about.

19 Let's get back to the issues that you want to raise in  
20 this hearing.

21 MR. ALTMAN: Okay.

22 BY MR. ALTMAN:

23 Q. Now, Mr. Lento, just last week we negotiated a resolution  
24 agreement, didn't we?

25 A. No. Negotiations were taking place, but we did not

1 negotiate a resolution agreement.

2 Q. You didn't provide to me a writing that represented what  
3 the resolution agreement was, that didn't come from you?

4 A. If you're trying to say that that was agreed upon, you're  
5 out of your mind, respectfully, for the simple fact that my  
6 concern is -- my concern is with these cases I'm already  
7 dealing with approximately 25 to \$40,000 in chargebacks or  
8 refunds for clients who -- cases are either not being attended  
9 to or they're not pleas, for whatever reason that, as things  
10 stand, I would be on the hook for, and that was a big part or a  
11 big concern of going our separate ways.

12 You wanted to walk away with as much as possible, you  
13 know, despite having been paid for the work and me being left  
14 with the short end of the stick. I'm trying to do what's right  
15 here, like I've been doing all along.

16 Q. Mr. Lento, can you please answer my question.

17 THE COURT: Gentlemen, you can't keep talking over  
18 each other.

19 MR. ALTMAN: Your Honor, I asked him simply did he  
20 provide a writing last week.

21 THE COURT: Mr. Altman, I advise you, you shouldn't  
22 interrupt me either.

23 MR. ALTMAN: I am sorry, Your Honor. It's the video  
24 is clipping. I apologize.

25 THE COURT: Everybody calm down, all right. You have

1 plenty of time to dispute this money difference that you have  
2 between you. There are finite issues here. There's a limited  
3 injunction that the plaintiff seeks. Let's focus on those  
4 issues contained in that specific request for this specific  
5 temporary preliminary injunction.

6 MR. ALTMAN: Okay, Your Honor. I just need to raise  
7 up about, you know, the settlement agreement that was -- I  
8 thought was in place is relevant here because I believe this  
9 matter has been settled.

10 THE COURT: Well, he denies there's a settlement. How  
11 am I supposed to decide that today?

12 MR. ALTMAN: Can I just ask a couple of questions?

13 BY MR. ALTMAN:

14 Q. Mr. Lento, did you send me a writing last week  
15 representing the terms of a resolution agreement?

16 MR. JACKSON: Objection.

17 THE WITNESS: Anything that was -- sorry, Sam. I  
18 think there's an objection, Your Honor.

19 MR. JACKSON: The Court just limited these questions  
20 to the issues relevant, which are the terms of our request for  
21 these preliminary injunctions. Whether or not there's an  
22 agreement, as the Judge just pointed out, is an issue of fact  
23 that can be litigated later.

24 MR. ALTMAN: Well, Your Honor, it is relevant, in  
25 fact, because he's trying to enforce an injunction to get us to

1 continue working on the matters, when we have settlement  
2 agreement that says he's going to take the matters back.

3 THE COURT: Well, why don't we ask him. Mr. Lento, do  
4 you want the matters back?

5 THE WITNESS: Your Honor, please allow me a brief  
6 moment. What I believe would be fair -- and obviously, I defer  
7 to the Honorable Court, is that, you know, Mr. Altman has been  
8 paid, we're doing -- you know, we're able to do an accounting  
9 now in terms of who owes who what, if I owe him money or he  
10 owes me money or if we're fair and square.

11 That being said, like, Mr. Altman should continue, in  
12 my respectful opinion, to service the clients until I am in a  
13 position to be able to take them back to continue forward with  
14 them. That's my most immediate concern.

15 So do I want them back, Your Honor? I could make  
16 arguments either way. My main concern is seeing that the  
17 clients are serviced. I don't know what Mr. Altman's  
18 intentions are or -- I don't know what his intentions are. And  
19 based on the threats that I've been experiencing, you know,  
20 this past week and a half and throughout the past year or so in  
21 various capacities, tempered at times and direct at times, I  
22 just want to make sure that the clients are serviced.

23 So, yes, do I want them back. Am I in a position to  
24 be able to take them back at the immediate moment? Possibly.  
25 I'd have to defer to my team. I just don't know.

1 BY MR. ALTMAN:

2 Q. Mr. Lento, if I continue with the cases, are you prepared  
3 to continue making payments so that I can pay the staff  
4 necessary to service the clients?

5 A. No. I tried to make your \$130,000 a month in June demand  
6 work -- and also in July. I don't go to the backyard and pick  
7 the money off the money tree. We would settle up as to what's  
8 appropriate and what the agreement was. And, you know, subject  
9 to the Honorable Court, of course.

10 Q. Mr. Lento, you're saying I should continue working on the  
11 cases and --

12 THE COURT: Mr. Altman, Mr. Altman, let me interrupt  
13 you. You have the files, right?

14 MR. ALTMAN: Yes.

15 THE COURT: And you consider them your clients?

16 MR. ALTMAN: I consider them Joe's clients, and he can  
17 take them or he can leave. If he wants to take them back, we  
18 will give them back to him. If he wants us to work on them,  
19 we're happy to do it, but he's got to continue to make  
20 payments.

21 THE COURT: Forget about the payments. You have an  
22 obligation to your client whether or not your client is paying  
23 you, paying anybody.

24 Are these your clients, Mr. Altman, or not? Yes or  
25 no?

1 MR. ALTMAN: They were joint clients.

2 THE COURT: Are you going to abandon your clients?

3 MR. ALTMAN: I'm not going to abandon anybody.

4 THE COURT: All right. So you're going to continue to  
5 represent them to your utmost ability, correct?

6 MR. ALTMAN: What happens when I run out of money,  
7 Your Honor, and can't pay the people to staff? What do I do?

8 THE COURT: I don't know, Mr. Altman. You took the  
9 cases on. I didn't.

10 MR. ALTMAN: Okay, but --

11 THE COURT: Mr. Altman, stop arguing with me.

12 MR. ALTMAN: Sorry, Your Honor.

13 THE COURT: That's a risk every lawyer takes when he  
14 or she takes on clients, is the risk of non-payment. That  
15 doesn't excuse your ethical responsibility to continue to  
16 represent them.

17 Your only choice at this point is to advise each and  
18 every one of them that you no longer wish to represent them and  
19 they should go get a new lawyer. All right? Either do that or  
20 you represent them. Do you understand?

21 MR. ALTMAN: Yes, Your Honor, we will do that.

22 THE WITNESS: Your Honor, I am sorry. Can I mention  
23 something?

24 THE COURT: No. You guys are fighting like a bunch of  
25 children. I hope you all understand that this case has

1 actually zero jury appeal. You take this case before a jury,  
2 and ten minutes after deliberations start they're going to find  
3 a way to make sure both of you lose. People hate lawyers and  
4 this is why.

5 Do you have any more questions for Mr. Lento,  
6 Mr. Altman?

7 MR. ALTMAN: May I have a moment, Your Honor?

8 THE COURT: Yes.

9 (Brief pause.)

10 BY MR. ALTMAN:

11 Q. What -- Mr. Lento, what irreparable harm would you suffer  
12 if I advertise the student discipline cases and service them  
13 myself?

14 A. Well, you would be taking everything that I taught you and  
15 using it for your own unfair advantage.

16 Q. What did you teach me about -- how many Title IX hearings  
17 have you done under the new rules?

18 A. How many Title IX hearings have I done under the new  
19 rules?

20 Q. Have you done yourself?

21 A. I'd have to check.

22 Q. The answer is zero, isn't it?

23 A. I don't know if it actually is zero. There were some  
24 cases that, as we started ramping up, that I was still working  
25 on, so I would have to reference back.

1 Not to take anything away -- well, you know, strike that.  
2 I know you hold yourself out to be an expert in this. I taught  
3 you everything you know.

4 Q. Okay. What did you teach me about Title IX hearings?

5 A. Anything that the nine-page Department of Education Title  
6 IX summary, you know, can teach anybody.

7 Q. So in other words, you didn't teach me anything about  
8 doing Title IX --

9 A. No, I did, because you would come to me regularly for  
10 input and instruction when we first started working together  
11 because, again, you had never done a student or Title IX case  
12 or educational case or anything like that.

13 Q. So, in other words, Mr. Lento, the work that my firm did  
14 was worthless, the consultations that I did were worthless,  
15 you're everything, right?

16 A. No, that's not what I'm saying.

17 MR. JACKSON: Your Honor, I just object to this entire  
18 line of questioning. We're getting way off track again. This  
19 is --

20 THE COURT: Sustained. Sustained. Let's go.

21 BY MR. ALTMAN:

22 Q. So in terms of -- so you're saying that irreparable harm  
23 is that I might get student cases, that's irreparable harm to  
24 you?

25 A. You're basically -- you copied my website, you copied my



1 advertising, you copied my reviews, you solicited reviews that  
2 are on your website for Lento Law Firm clients. So, you know,  
3 there's various considerations and concerns in that regard.

4 Q. So you can sue me for money, which you've done. That's  
5 not irreparable harm, right?

6 A. Well, I defer to the --

7 MR. JACKSON: I object, Your Honor. This line of  
8 questioning is -- I mean, these are legal questions. The case  
9 law in our order to show cause already sets forth clearly that  
10 indeterminate loss and these types of breach of non-compete  
11 agreements are, as a matter of law, irreparable harm. So this  
12 entire line of questioning is, again, getting way off track.

13 THE COURT: Mr. Jackson, I'll cut to the chase here.  
14 There is no proof of a non-compete post-termination agreement  
15 here.

16 MR. JACKSON: Well, there's been no termination, Your  
17 Honor. At this point, that's still up in the air.

18 THE COURT: You stopped paying him, didn't you?

19 THE WITNESS: No, no. I am sorry, Your Honor. Like I  
20 was saying, the final accounting is being done, so whoever owes  
21 who -- I mean, if I owe Mr. Altman money, I would pay him; if  
22 he owes me money, I would expect him to pay me. Plus there's  
23 those outstanding litigation cases which have yet to be  
24 resolved. I mean, it could take years. So there's that  
25 outstanding money.

1 THE COURT: But doesn't that make Mr. Altman's point?

2 MR. JACKSON: No. Your Honor, there's --

3 (Inaudible crosstalk.)

4 MR. JACKSON: -- for an injunction to require  
5 Mr. Altman to uphold his end of the bargain and represent these  
6 clients, so that would continue --

7 THE COURT: We just went through that, and I told him  
8 he had two cases, he continues to represent them or he tells  
9 them by letter, personal notice to any of them, that he's no  
10 longer representing them and they have to get new counsel.  
11 Simple as that. That takes care of that problem.

12 THE WITNESS: Your Honor, I ask, respectfully, may I  
13 please make a point?

14 THE COURT: I don't want you to argue with Mr. Altman  
15 anymore.

16 THE WITNESS: No, no, I'm not. Your Honor, here's one  
17 of my concerns. Like, if there's -- Mr. Altman sent me over a  
18 list of approximately 300-something -- 380 names or so. About  
19 180 of them or so, 200, it's not clear which cases are still  
20 open and which cares are closed.

21 Now, some of the cases are so old that I can take my  
22 best educated guess and check off who likely is closed just  
23 based on the age of the case. That being said, if there are a  
24 hundred cases, as Mr. Altman threatened a week and a half ago,  
25 if he tells them to get new counsel, these people have already

1 paid. And on average, if it's a \$10,000 fee, which that is on  
2 average what it would be -- I mean, if a hundred people ask for  
3 their money back, like, that puts me in an impossible position.

4 I mean, that's why I'm saying it would be better if we  
5 took the cases back, which I'm willing to do, versus that, you  
6 know, likely possibility. I mean, people aren't going to be  
7 happy either way, obviously, but -- they came to me, they came  
8 to me for my name and my reputation, so I think they would be  
9 sat -- despite the disruption, I think they would be satisfied  
10 to some degree that they're coming back to me in that sense.  
11 That's what I would ask. I mean, just in light of that serious  
12 concern. That was my whole concern with like just how this  
13 transition was going to take place.

14 THE COURT: I don't care what financial repercussions  
15 come from this problem that you two have. That's your ethical  
16 problem, not mine.

17 Neither one of you own these clients. They get to  
18 make the decision whether they want to continue with either one  
19 of you guys. You both -- probably both of you have the  
20 obligation to tell them what's going on so they can make an  
21 informed decision as to whether they want to continue with  
22 either one of you. Now, whether it cost you money, too bad.  
23 That's your problem. Work it out.

24 Mr. Jackson, let's go through these things.

25 MR. ALTMAN: Your Honor, can I just ask him two more

1 questions that I think are very important?

2 THE COURT: All right.

3 BY MR. ALTMAN:

4 Q. Mr. Lento, didn't you tell me during our discussion on the  
5 24th you were no longer sending me any further matters or  
6 having me do consultations?

7 A. On the -- well, actually my father said that to you, I  
8 believe.

9 Q. He said that on your behalf, correct?

10 A. I don't know if he -- he said it to you. That was a  
11 dispute that arose between you and he. I was as calm and  
12 collected as I could be considering --

13 Q. Have you sent me any consultations in the last  
14 approximately two weeks?

15 A. No.

16 Q. And on the 21st, did I do a consultation with the Dobbs  
17 family, I think, in which I closed and which they paid money?

18 A. The Dobbs family?

19 Q. Yes, I believe it was Dobbs, was on Thursday, the 21st?

20 A. I'd have to check the date. That case was closed and they  
21 paid money.

22 Q. They paid money, and you didn't send that case to us, did  
23 you, and yet I did the consultation two times, right?

24 A. Well, we were both on the consultation, and they hired me  
25 for the consultation, and I had sent them a Lento Law Firm

1 consultation fee.

2 Q. And how much did you speak during the consultation?

3 A. How much did I speak during the consultation?

4 Q. Correct, other than to say hello.

5 MR. JACKSON: Objection. We're getting way off track.

6 You asked for two more questions, and now we're getting back

7 into the money dispute.

8 MR. ALTMAN: Okay.

9 BY MR. ALTMAN:

10 Q. Nevertheless, the fact is that you're no longer sending me

11 cases, you're no longer having me do consultations, so,

12 therefore, you have terminated our relationship in terms of

13 going forward, correct?

14 A. Yeah, I'm not looking to work with you anymore.

15 Q. Okay. So when you said before that you hadn't terminated

16 the relationship, that wasn't accurate, was it?

17 A. Everything I said thus far has been accurate and

18 everything I say moving forward will be accurate. I'm not

19 looking to work with you anymore.

20 Q. So the relationship is terminated, correct?

21 A. However you want to characterize that.

22 MR. ALTMAN: Thank you, Your Honor. I apologize for

23 some of these bickerings.

24 THE COURT: Mr. Jackson, what evidence have you

25 presented to the Court that any of the defendants have

1   disparaged any of the plaintiffs?

2           MR. JACKSON: Your Honor, Mr. Lento just -- are you  
3 asking what evidence have we put forth that defendants have  
4 disparaged the plaintiffs to any clients already or that they  
5 will?

6           THE COURT: What evidence has the plaintiff presented  
7 to this Court that any defendant has disparaged any plaintiff?

8           MR. JACKSON: Mr. Lento has testified that Mr. Altman  
9 has threatened to send out emails to 100 clients telling them  
10 that he was not able to pay.

11           THE COURT: You want me to try it again? I'll try it  
12 again. What evidence has the plaintiff presented that any  
13 defendant has disparaged any plaintiff?

14           MR. JACKSON: Our evidence is only that they are  
15 planning to, so none so far. I'm not aware of it. I don't  
16 know what the conversations Mr. Altman has had with the clients  
17 at this point. He threatened to do it last week. I don't know  
18 if he carried out that threat yet or not.

19           THE COURT: Also, apparently you're making a claim  
20 that the defendants are using the plaintiffs' intellectual  
21 property; is that correct?

22           MR. JACKSON: Yes, Your Honor.

23           THE COURT: Do you have any registered marks or  
24 anything?

25           MR. JACKSON: No, Your Honor. I'm referring to the

1 plaintiffs' copyright, which is intellectual property, whether  
2 it's registered or not.

3 THE COURT: It's not registered?

4 MR. JACKSON: It's published on his website, but it's  
5 not part of any federal registry, if that's what you're asking.

6 THE COURT: So you're alleging a common law violation?

7 MR. JACKSON: I'll defer to the Court as far as the  
8 legal interpretation.

9 THE COURT: It's not my case, Mr. Jackson. It's your  
10 case. I'm asking you what your case is.

11 MR. JACKSON: If common law is the appropriate  
12 interpretation, then --

13 THE COURT: I'm not saying it's appropriate or  
14 inappropriate. I'm asking you what your case is.

15 You're seeking relief. You're seeking extraordinary  
16 relief from the Court. I'm asking you to make your case for  
17 it. Apparently you're not able to. Okay. We'll go to the  
18 next point.

19 What provisions are you making for a bond?

20 MR. JACKSON: I am sorry. Say that again, please.

21 THE COURT: What provisions are you making for a bond  
22 to be posted?

23 MR. JACKSON: That no such provisions have been made  
24 yet.

25 THE COURT: Why not? What's your proposal?

1 MR. JACKSON: I'm not sure I understand the question.

2 THE COURT: Have you read Rule 65?

3 MR. JACKSON: Yes, Your Honor.

4 THE COURT: Bond is mandatory. What's your proposal?

5 MR. JACKSON: I'll have to get back to the Court with  
6 that. I don't have a proposal ready to present at this moment.

7 THE COURT: Why didn't you present one when you filed  
8 the motion?

9 MR. JACKSON: That was an oversight, Your Honor. I  
10 apologize.

11 THE COURT: Violation of the rules is a pretty big  
12 oversight, isn't it? Well, look, the plaintiff has miserably  
13 failed to present a case under Rule 65 for extraordinary relief  
14 in this case.

15 MR. JACKSON: Well, Your Honor, the main purpose of  
16 this request for this relief is to prevent the defendant from  
17 abandoning cases. I know that you verbally ordered him not to  
18 do so, but that is the essence of this.

19 My main concern is the protection of the clients here  
20 and, you know, to ensure that, you know, irreparable harm is  
21 not inflicted on Mr. Lento's reputation, as the defendant has  
22 threatened to send out letters to the clients telling them he's  
23 stopping working and it's Mr. Lento's fault for not paying.  
24 Mr. Altman doesn't have a right to stop working on a case  
25 because of a third-party dispute over money.



1 THE COURT: He doesn't have an ethical right to stop  
2 working on a case.

3 MR. JACKSON: Correct.

4 THE COURT: That's his bigger problem at this point.  
5 For both of you it's your bigger problem as to what you're  
6 going to do with these poor clients.

7 MR. JACKSON: Correct. Which is why we're seeking  
8 this injunction to begin with. I mean, allowing -- if  
9 Mr. Altman ceases work on all these cases, that would be an  
10 ethical violation because it will hurt their cases, and he has  
11 an obligation to continue with these cases. He can't just stop  
12 working, which is what he's threatened to do unless Mr. Lento  
13 pays him half a million dollars.

14 I mean, that's the type of extortion and the type  
15 of -- you know, the type of sabotage that the rules don't  
16 permit and that's why we're asking this Court to intervene.

17 THE COURT: I think I made it pretty clear that  
18 neither one of you can stop working on your clients' cases  
19 without their permission, and I've suggested things you need to  
20 do on both sides. There's no need for an injunction to do  
21 that.

22 As to these money issues, there's an adequate remedy  
23 of law here on both sides. You can hash this out, God bless  
24 you, who owes what to whom. I am shocked, utterly shocked that  
25 there's no real paperwork here, number one, evidencing of what

1 you think the agreement is; and number two, all this money,  
2 hundreds of thousands of dollars flowing back and forth and  
3 nobody seems to know who owes what to whom, which is ridiculous  
4 in this day and age with lawyers, members of the Bar.

5           There's no non-compete agreement in force and effect  
6 post termination. Clearly the agreement has been terminated.  
7 It doesn't matter by whom. There is no agreement anymore. And  
8 neither -- and both sides did not reach an agreement as to what  
9 was to happen after termination regarding non-compete.

10           Plaintiffs failed to make any claim as to any kind of  
11 violation of their intellectual property rights. So for all  
12 that -- there's no provision for a bond being made, which is  
13 mandatory.

14           So for all those reasons, the applications are denied.  
15 And here's what we're going to do next since we still have this  
16 ridiculous dispute. You have until Monday at 5:00, Monday at  
17 5:00 p.m. to agree on a mediator. If that doesn't work,  
18 Tuesday morning I'll appoint a mediator. We're going to put  
19 this into mediation and see if we can resolve this stupid fight  
20 that you're having between and among each other. All right?

21           MR. LENTO: Yes, Your Honor.

22           THE COURT: Thank you very much.

23           MR. ALTMAN: Thank you, Your Honor.

24           (Matter adjourned at 11:47 a.m.)

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I certify that the foregoing is a correct transcript  
from the record of proceedings in the above-entitled matter.

/S/ Sharon Ricci, RMR, CRR  
Official Court Reporter

August 4, 2022  
Date